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Home Entertainment Inc. and Disney Enterprises, Inc.
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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 Warner Bros. Home Entertainment Inc.
11 and Disney Enterprises, Inc.,

12 Plaintiffs,

13 v.

14 Franklyn Perez, and Does 1 – 10,
15 inclusive,

16 Defendants.
17

Case No.

COMPLAINT FOR COPYRIGHT
INFRINGEMENT

DEMAND FOR A JURY TRIAL

18 Plaintiffs Warner Bros. Home Entertainment Inc. (“Warner Bros.”) and
19 Disney Enterprises, Inc. (“DEI”) (collectively “Plaintiffs”), for their Complaint
20 allege as follows:

21 **A. Jurisdiction and Venue**

22 1. Plaintiffs bring this action pursuant to 17 U.S.C. §§ 101, *et seq.* The
23 Court has jurisdiction over the subject matter pursuant to 28 U.S.C. §§ 1331 and
24 1338(a).

25 2. The events giving rise to the claim alleged herein occurred, among other
26 places, within this judicial district. Venue in the Central District of California is
27 proper pursuant to 28 U.S.C. §§ 1391(b) and 1400(a).
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1 **B. Introduction**

2 3. Plaintiffs own exclusive United States distribution rights in various
3 creative works, including, but not limited to, motion pictures and television shows,
4 that are entitled to copyright protection (the “Plaintiffs’ Works”). Defendants,
5 through various online venues, distribute, promote, offer for sale and sell
6 unauthorized copies of the Plaintiffs’ Works (the “Unauthorized Media Product”).
7 Plaintiffs are informed and believe, and based thereon allege, that this infringement
8 activity is systematic and willful or done with reckless disregard of Plaintiffs’
9 intellectual property rights. Plaintiffs ask that this Court enjoin that activity and
10 order Defendants to pay damages pursuant to the Copyright Act of 1976, 17 U.S.C.
11 §§ 101, *et seq.* (the “Copyright Act”).

12 **C. Plaintiff Warner Bros.**

13 4. Warner Bros. is a corporation duly organized and existing under the
14 laws of the State of Delaware, having its principal place of business in Burbank,
15 California.

16 5. Warner Bros. and certain of its affiliated companies are engaged in a
17 variety of businesses including, without limitation, the production and/or distribution
18 of motion pictures and television programs (the “Warner Bros. Works”).

19 6. Warner Bros. owns exclusive rights under the Copyright Act to the
20 Warner Bros. Works, including the rights to reproduce, distribute or license the
21 reproduction and distribution of the Warner Bros. Works in video format in the
22 United States, including, but not limited to, those copyrights that are the subject of
23 the copyright registrations listed in Exhibit “A,” attached hereto, and incorporated
24 herein by this reference. Video format includes, but is not limited to, digital versatile
25 discs (“DVDs”) and Blu-ray discs.

26 7. The expression and other distinctive features of the Warner Bros. Works
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1 are wholly original with Warner Bros., its licensors and/or assignors and, as fixed in
2 various tangible media, are copyrightable subject matter under the Copyright Act.

3 8. Warner Bros. has secured from Warner Bros. Entertainment Inc. and
4 Home Box Office, Inc. the exclusive rights and privileges to reproduce, distribute, or
5 license the reproduction or distribution of the Warner Bros. Works throughout the
6 United States. Warner Bros., its affiliates, licensees and/or assignors have complied in
7 all respects with the laws governing copyright.

8 9. The Warner Bros. Works have been manufactured, sold and/or
9 otherwise distributed in conformity with the provisions of the copyright laws.
10 Warner Bros., its affiliates, licensees and/or assignors have complied with their
11 obligations under the copyright laws, and Warner Bros., in its own right or as
12 successor-in-interest, has at all times been and still is the sole proprietor or otherwise
13 authorized to enforce all right, title and interest in and to the copyrights or to enforce
14 its exclusive rights in each of the Warner Bros. Works.

15 **D. Plaintiff DEI**

16 10. DEI is a corporation duly organized and existing under the laws of the
17 State of Delaware, having its principal place of business in Burbank, California.

18 11. DEI is a subsidiary of The Walt Disney Company (“Disney”).
19 Disney, together with its subsidiaries, is a diversified worldwide entertainment
20 company with operations in five business segments: Media Networks, Parks and
21 Resorts, Studio Entertainment, Consumer Products and Interactive Media. Media
22 Networks comprises international and domestic cable networks and its broadcasting
23 business; Parks and Resorts comprises resorts and theme parks around the world,
24 Disney Cruise Line and also licensed theme parks such as Tokyo Disney Resort in
25 Japan; Studio Entertainment comprises live-action and animated theatrical and video
26 motion pictures, musical recordings and live stage plays; Consumer Products
27 comprises relationships with licensees, manufacturers, publishers and retailers
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1 throughout the world to design, develop, publish, promote and sell a wide variety of
2 products based on DEI's intellectual property as well as its own Publishing and
3 Retail; Interactive Media Group creates and delivers branded entertainment games
4 and lifestyle content across interactive media platforms.

5 12. DEI and certain of its affiliated companies are engaged in a variety of
6 businesses including, without limitation, the production and/or distribution of motion
7 pictures and television programs (the "DEI Works").

8 13. DEI owns exclusive rights under the Copyright Act to the DEI Works,
9 including the rights to reproduce, distribute or license the reproduction and
10 distribution of the DEI Works in video format in the United States, including, but not
11 limited to, those copyrights that are the subject of the copyright registrations listed in
12 Exhibit "B," attached hereto, and incorporated herein by this reference. Video
13 format includes video cassettes, video laser discs, digital versatile discs ("DVDs").

14 14. The expression and other distinctive features of the DEI Works are
15 wholly original with DEI, its licensors and/or assignors and, as fixed in various
16 tangible media, are copyrightable subject matter under the Copyright Act.

17 15. DEI, and its predecessors in interest have complied in all respects with
18 the laws governing copyright and have secured the exclusive rights and privileges in
19 and to the DEI Works, and DEI holds certificates of registration and/or secured
20 exclusive licenses or assignments to reproduce, distribute and license the DEI Works
21 throughout the United States.

22 16. The DEI Works have been manufactured, sold and/or otherwise
23 distributed in conformity with the provisions of the copyright laws. DEI and those
24 acting under its authority have complied with their obligations under the copyright
25 laws and DEI, in its own right or as successor-in-interest, has at all times been and
26 still is the sole proprietor or otherwise authorized to enforce all right, title and
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1 interest in and to the copyrights or to enforce its exclusive rights in each of the DEI
2 Works.

3 17. The Warner Bros. Works and DEI Works are collectively referred to
4 herein as Plaintiffs' Works.

5 **E. Defendants**

6 18. Defendant Franklyn Perez ("Perez") is an individual. Plaintiffs are
7 informed and believe that Perez is a resident of Ignacio, County of La Plata, in the
8 State of Colorado. Plaintiffs are further informed and believe, and upon that basis
9 allege, that Perez does business under the eBay "User ID" "callegenomic." Perez,
10 through his online identity, does business in this judicial district through offers and
11 sales of the Unauthorized Media Product in the City and County of Los Angeles,
12 using the eBay auction platform with its principal place of business in Santa Clara
13 County, in the State of California.

14 19. Upon information and belief, Does 1 – 10 are either entities or
15 individuals who are residents of or present in this judicial district, and are subject to
16 the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are
17 principals, supervisory employees, or suppliers of one or other of the named
18 defendants or other entities or individuals who are, in this judicial district,
19 manufacturing, distributing, selling and/or offering for sale merchandise which
20 infringes the Plaintiffs' Works. The identities of the various Does are unknown to
21 Plaintiffs at this time. The Complaint will be amended to include the names of such
22 individuals when identified. The Defendants and Does 1 – 10 are collectively
23 referred to herein as "Defendants."

24 **F. Defendants' Infringing Activities**

25 20. Defendants have copied, reproduced, distributed, advertised and/or sold
26 and continue to copy reproduce, distribute, advertise and/or sell unauthorized copies
27 of motion pictures and/or television programs owned by Plaintiffs, respectively,
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1 including, but not necessarily limited to, the Plaintiffs' Works identified in Exhibits
2 A and B. The copies sold by Defendants are obviously unauthorized. The
3 packaging fails to conform with packaging characteristic of Plaintiffs' genuine
4 product and the disks do not contain the file structure characteristic of legitimate
5 product.

6 21. Defendants have not been authorized by Plaintiffs to reproduce,
7 distribute, sell or offer for sale any of the Plaintiffs' Works.

8 22. By engaging in this conduct, Defendants have acted in willful disregard
9 of laws protecting Plaintiffs' copyrights. Plaintiffs have sustained and will continue
10 to sustain substantial damage to the value of its creative works, specifically including
11 the Plaintiffs' Works.

12 **G. Plaintiffs' Damages**

13 23. Plaintiffs are informed and believe, and upon that basis allege, that the
14 Defendants have each obtained gains, profits and advantages as a result of their
15 infringing activity in amounts within the jurisdiction of the Court.

16 24. Plaintiffs are informed and believe, and upon that basis allege, that they
17 have suffered and continue to suffer direct and actual damages as a result of
18 Defendants' infringing conduct, in amounts within the jurisdiction of this Court. In
19 order to determine the full extent of such damages, including such profits as may be
20 recoverable under 17 U.S.C. § 504, Plaintiffs will require an accounting from each
21 Defendant of all monies generated from the promotion, display, sale and offer for
22 sale of the Defendants' goods and services using the Plaintiffs' Works. In the
23 alternative, Plaintiffs may elect to recover statutory damages pursuant to 17 U.S.C. §
24 504 (c) for each Plaintiffs' Works infringed.

25 25. Plaintiffs have no other adequate remedy at law and have suffered and
26 continue to suffer irreparable harm and damage as a result of the above-described
27 acts. Plaintiffs are informed and believe, and upon that basis allege, that, unless
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1 enjoined by the Court, Defendants' infringing activity will continue, with attendant
 2 irreparable harm to Plaintiffs. Accordingly, Plaintiffs seek preliminary and
 3 permanent injunctive relief pursuant to 17 U.S.C § 502 and seizure of the
 4 Unauthorized Media Product, including the means of production as provided by 17
 5 U.S.C. § 503.

6 26. By reason of the foregoing, Plaintiffs have incurred and will continue to
 7 incur attorneys' fees and other costs in connection with the prosecution of its claims,
 8 which attorneys' fees and costs Plaintiffs are entitled to recover from the Defendants,
 9 and each of them, pursuant to 17 U.S.C. § 505.

10 27. Plaintiffs are without an adequate remedy at law in that damages are
 11 difficult to ascertain and, unless the Defendants' acts are enjoined, Plaintiffs will be
 12 irreparably harmed by Defendants' deliberate and systematic infringement of their
 13 rights.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs ask this Court to order that:

16 1. Defendants, their agents, servants, employees, representatives,
 17 successor and assigns, and all persons, firms, corporations or other entities in active
 18 concert or participation with any of the said Defendants, be immediately and
 19 permanently enjoined from directly or indirectly infringing the Plaintiffs' Works in
 20 any manner, including generally, but not limited to:

- 21 a. Reproducing, distributing, shipping, selling or offering for sale
- 22 unauthorized copies, in any format, of any of the Plaintiffs' Works; or
- 23 b. Aiding or abetting the reproduction, distribution, shipment, sale or offer
- 24 for sale of any unauthorized copies of any of the Plaintiffs' Works; or
- 25 c. Marketing, advertising and/or promoting any unauthorized copies of the
- 26 Plaintiffs' Works.

1 2. That Plaintiffs' and their designees are authorized to seize the following
2 items which are in Defendants' possession, custody or control:

- 3 a. All Unauthorized Media Product;
- 4 b. Any other unauthorized product which reproduces, copies, counterfeits,
5 imitates or bear any of the Plaintiffs' Works, or any part thereof;
- 6 c. Any molds, screens, patterns, plates, negatives, machinery or
7 equipment, specifically including computers, servers, optical disc
8 burners and other hardware used for making or manufacturing the
9 Unauthorized Media Product or unauthorized product which reproduces,
10 copies, counterfeits, imitates or bear any of the Plaintiffs' Works, or any
11 part thereof.

12 3. Defendants be required to pay actual damages increased to the
13 maximum extent permitted by law and/or statutory damages at Plaintiffs' election;

14 4. Defendants be required to account for and pay over to Plaintiffs all
15 damages sustained by Plaintiffs and profits realized by Defendants by reason of
16 Defendants' unlawful acts herein alleged and that those profits be increased as
17 provided by law;

18 5. Defendants be required to pay Plaintiffs their costs of this action and
19 reasonable attorneys' fees; and

20 6. Plaintiffs be granted all other and further relief the Court may deem just
21 and proper under the circumstances.

22
23 Dated: March 9, 2016

J. Andrew Coombs, A Professional Corp.

24
25 By: _____

J. Andrew Coombs
Annie S. Wang

26 Attorneys for Plaintiffs Warner Bros. Home
27 Entertainment Inc. and Disney Enterprises,
28 Inc.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs Warner Bros. Home Entertainment Inc. and Disney Enterprises, Inc., hereby demand a trial by jury of all issues so triable.

Dated: March 9, 2016

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs
Annie S. Wang

Attorneys for Plaintiffs Warner Bros. Home
Entertainment Inc. and Disney Enterprises,
Inc.

EXHIBIT “A”**WARNER BROS.’ COPYRIGHT REGISTRATIONS**

<u>Copyright Registration Number:</u>	<u>Title of Work:</u>	<u>Claimant of Work:</u>
	Big Bang Theory: Season 8	
PA0001926780	Big Bang Theory: The Locomotion Interruption	Warner Bros. Entertainment Inc.
PA0001928680	Big Bang Theory: The Junior Professor Solution	Warner Bros. Entertainment Inc.
PA0001929213	Big Bang Theory: The First Pitch Insufficiency	Warner Bros. Entertainment Inc.
PA0001941975	Big Bang Theory: The Hook-up Reverberation	Warner Bros. Entertainment Inc.
PA0001941176	Big Bang Theory: The Focus Attenuation	Warner Bros. Entertainment Inc.
PA0001933449	Big Bang Theory: The Expedition Approximation	Warner Bros. Entertainment Inc.
PA0001933447	Big Bang Theory: The Misinterpretation Agitation	Warner Bros. Entertainment Inc.
PA0001934630	Big Bang Theory: The Prom Equivalency	Warner Bros. Entertainment Inc.
PA0001934629	Big Bang Theory: The Septum Deviation	Warner Bros. Entertainment Inc.
PA0001938377	Big Bang Theory: The Champagne Reflection	Warner Bros. Entertainment Inc.
PA0001940026	Big Bang Theory: The Clean Room Infiltration	Warner Bros. Entertainment Inc.
PA0001947625	Big Bang Theory: The Space Probe Disintegration	Warner Bros. Entertainment Inc.
PA0001947628	Big Bang Theory: The Anxiety Optimization	Warner Bros. Entertainment Inc.
PA0001947626	Big Bang Theory: The Troll Manifestation	Warner Bros. Entertainment Inc.
PA0001955350	Big Bang Theory: The Comic Book Store Regeneration	Warner Bros. Entertainment Inc.
PA0001952190	Big Bang Theory: The Intimacy Acceleration	Warner Bros. Entertainment Inc.
PA0001960104	Big Bang Theory: The Colonization Application	Warner Bros. Entertainment Inc.

PA0001955346	Big Bang Theory: The Leftover Thermalization	Warner Bros. Entertainment Inc.
PA0001955347	Big Bang Theory: The Skywalker Incursion	Warner Bros. Entertainment Inc.
PA0001955349	Big Bang Theory: The Fortification Implementation	Warner Bros. Entertainment Inc.
PA0001955348	Big Bang Theory: The Communication Deterioration	Warner Bros. Entertainment Inc.
PA0001958328	Big Bang Theory: The Graduation Transmission	Warner Bros. Entertainment Inc.
PA0001958327	Big Bang Theory: The Maternal Combustion	Warner Bros. Entertainment Inc.
PA0001958329	Big Bang Theory: The Commitment Determination	Warner Bros. Entertainment Inc.

EXHIBIT "B"**DEI'S COPYRIGHT REGISTRATIONS**

<u>Copyright Registration Number:</u>	<u>Title of Work:</u>	<u>Claimant of Work:</u>
	Grey's Anatomy: Season 7	
PA0001702497	Grey's Anatomy: 701, WITH YOU I'M BORN AGAIN	Disney Enterprises, Inc.
PA0001698567	GREY'S ANATOMY : 702, SHOCK TO THE SYSTEM.	Disney Enterprises, Inc
PA0001702490	GREY'S ANATOMY : 703, SUPERFREAK.	Disney Enterprises, Inc
PA0001711938	GREY'S ANATOMY : 704, CAN'T FIGHT BIOLOGY.	Disney Enterprises, Inc
PA0001711939	GREY'S ANATOMY : 705, ALMOST GROWN.	Disney Enterprises, Inc
PA0001711942	GREY'S ANATOMY : 706, THESE ARMS OF MINE.	Disney Enterprises, Inc
PA0001712409	GREY'S ANATOMY : 707, THAT'S ME TRYING.	Disney Enterprises, Inc
PA0001712216	GREY'S ANATOMY : 708, SOMETHING'S GOTTA GIVE.	Disney Enterprises, Inc
PA0001712218	GREY'S ANATOMY : 709, SLOW NIGHT, SO LONG.	Disney Enterprises, Inc
PA0001720450	GREY'S ANATOMY : 710, ADRIFT AND AT PEACE.	Disney Enterprises, Inc
PA0001729231	GREY'S ANATOMY : 711, DISARM.	Disney Enterprises, Inc
PA0001729228	GREY'S ANATOMY : 712, START ME UP.	Disney Enterprises, Inc
PA0001729226	GREY'S ANATOMY : 713, DON'T DECEIVE ME PLEASE DON'T GO.	Disney Enterprises, Inc
PA0001726725	GREY'S ANATOMY : 714, PYT PRETTY YOUNG THING.	Disney Enterprises, Inc
PA0001726726	GREY'S ANATOMY : 715, GOLDEN HOUR.	Disney Enterprises, Inc
PA0001726728	GREY'S ANATOMY : 716, NOT RESPONSIBLE.	Disney Enterprises, Inc
PA0001726721	GREY'S ANATOMY : 717, THIS IS HOW WE	Disney Enterprises, Inc

	DO IT.	
PA0001737610	GREY'S ANATOMY : 718, SONG BENEATH THE SONG.	Disney Enterprises, Inc
PA0001737589	GREY'S ANATOMY : 719, IT'S A LONG WAY BACK.	Disney Enterprises, Inc
PA0001737591	GREY'S ANATOMY : 720, WHITE WEDDING.	Disney Enterprises, Inc
PA0001737594	GREY'S ANATOMY : 721, I WILL SURVIVE.	Disney Enterprises, Inc
PA0001737585	GREY'S ANATOMY : 722, UNACCOMPANIED MINOR.	Disney Enterprises, Inc